Famous Castings Corp. *and* Local 1430, International Brotherhood of Electrical Workers, AFL–CIO *and* United Production Workers Union, Local 17–18

United Production Workers' Union, Local 17–18 *and* Local 430, International Brotherhood of Electrical Workers, AFL–CIO. Cases 29–CA–13996, 29–CA–14114, and 29–CB–7184

January 29, 1991

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS DEVANEY AND RAUDABAUGH

On October 10, 1990, Administrative Law Judge Joel P. Biblowitz issued the attached decision. The Respondent Union filed cross-exceptions and a supporting brief and the General Counsel filed limited exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order as modified.[1]

ORDER

A. The National Labor Relations Board adopts the recommended Order of the administrative law judge against Respondent, Famous Castings Corp., as modified below, and orders that the Respondent Famous Castings Corp., Long Island City, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 2(b).

''(b) Jointly and severally with Respondent Union reimburse its past and present employees, for all dues and fees withheld from their pay pursuant to the collective-bargaining agreement executed on February 14, 1989, by the Respondents, plus interest, which is to be computed in the manner prescribed in *Florida Steel Corp*., 231 NLRB 651 (1977), and *New Horizons for the Retarded*, 283 NLRB 1173 (1987).''

2. Substitute the attached notice marked ''Appendix A'' for that of the administrative law judge.

B. The National Labor Relations Board adopts the recommended Order of the administrative law judge against Respondent United Production Workers Union, Local 17–18, as modified below, and orders that the Respondent, United Production Workers Union, Local 17–18, its officers, agents, and representatives, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 1(a).

''(a) Accepting recognition from Respondent Employer, and executing and giving effect to a collective-bargaining agreement, at a time when Respondent Union does not represent an uncoerced majority of employees in an appropriate bargaining unit.''

2. Substitute the following for paragraph 2(a).

''(a) Jointly and severally with Respondent Employer reimburse its employees, for all dues and fees withheld from their pay pursuant to the collective-bargaining agreement executed on February 14, 1989, by Respondents covering Respondent Employer's Long Island City, New York employees, plus interest, which is to be computed in the manner prescribed in *Florida Steel Corp*., 231 NLRB 651 (1977), and *New Horizons for the Retarded*, 283 NLRB 1173 (1987).''

3. Substitute the attached notice marked ''Appendix B'' for that of the administrative law judge.

APPENDIX A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT recognize or bargain with United Production Workers Union, Local 17–18 (the Union) as the collective-bargaining representative of our employees at our Long Island City, New York facility until the Union has been certified by the National Labor Relations Board as the representative of such employees, and WE WILL NOT give effect to the recognition agreement signed on January 17, 1989, or the contract executed on February 14, 1989, purporting to cover such employees, or any modifications or current extensions thereof.

WE WILL NOT recognize or bargain with the Union or any other labor organization at a time at which such labor organization does not represent an uncoerced ma-

[1] We agree with the Respondent Union's exception that the judge's order directing the Respondent Union to cease and desist from accepting recognition from ''employers'' is overly broad and should be modified so as to only include the Respondent Employer. There is no evidence to show that there is a pattern of conduct by the Respondent Union indicating a proclivity to violate the Act, nor has the Respondent Union engaged in such egregious or widespread misconduct as to demonstrate a general disregard for the employees' fundamental statutory rights. Accordingly, we shall modify the recommended Order and notice to use narrow injunctive language.

The General Counsel urges, and we agree, that the remedy here should include reimbursement to employees not only of dues deducted as a result of the parties' unlawful conduct, but also of any other fees deducted from the employees' pay as a result of the provisions of the collective-bargaining agreement between the Respondents. We shall modify the notice and recommended Order accordingly. We shall also modify the notices to accord with the Orders including adding narrow cease-and-desist language and the language which requires the Respondent Employer to withdraw and withhold all recognition from the Respondent Union until the latter has been certified by the Board as the exclusive representative of the employees.

jority of the employees in the appropriate bargaining unit.

WE WILL NOT interrogate you or threaten to close our facility if our employees choose to be represented by Local 1430, International Brotherhood of Electrical Workers, AFL–CIO, rather than the Union.

WE WILL NOT direct employees to speak to, or meet with, representatives of the Union, and WE WILL NOT direct them to sign authorization cards for the Union.

WE WILL NOT attend meetings conducted by the Union with our employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL withdraw and withhold all recognition from United Production Workers Union, Local 17–18 (the Union) as your representative, unless and until the Union has been certified by the National Labor Relations Board as your exclusive representative.

WE WILL jointly and severally with the Union reimburse our employees for all dues and fees withheld from their pay pursuant to the collective-bargaining agreement we signed with the Union.

All our employees are free to become, remain, or refrain from becoming or remaining members of the Union or any other labor organization.

FAMOUS CASTING CORP.

APPENDIX B

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT recognize or bargain with Famous Castings Corp. (the Employer) or otherwise act as the collective-bargaining representative of its employees at its Long Island City, New York facility until the Union has been certified by the National Labor Relations Board as such representative, and WE WILL NOT give effect to the recognition agreement signed on January 17, 1989, or the contract executed on February 14, 1989, purporting to cover such employees, or any modifications or current extensions thereof.

WE WILL NOT accept recognition from the Employer, or execute and give effect to the collective-bargaining agreement, at a time when we do not represent an uncoerced majority of employees in an appropriate bargaining unit.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL jointly and severally with the Employer reimburse the Company's past and present employees at its Long Island City, New York facility for all dues and fees withheld from their pay pursuant to the collective-bargaining agreements signed by us and the Company on February 14, 1989, with interest.

UNITED PRODUCTION WORKERS UNION,
LOCAL 17–18

April Wexler, Esq., for the General Counsel.
Asher Tyrnauer, for Respondent Employer.
Sol Bogen, Esq., for Respondent Local 17–18.

DECISION

STATEMENT OF THE CASE

JOEL P. BIBLOWITZ, Administrative Law Judge. This case was heard by me in Brooklyn, New York, on August 8, 1990. The consolidated amended complaint issued on August 25, 1989, and was based on unfair labor practice charges filed on March 23 and May 22, 1989, by Local 1430, International Brotherhood of Electrical Workers, AFL–CIO (Local 1430). The consolidated complaint alleges that Famous Castings Corp. (Respondent Employer) at its facility, directed its employees to talk to representatives of United Production Workers Union, Local 17–18 (Respondent Union), caused to be distributed to its employees at its facility authorization cards for Local 17–18, through its agents, attended a meeting at its facility where authorization cards for Respondent Union were solicited and signed, on or about January 17, 1989, entered into a recognition agreement with Respondent Union, and on or about February 15, 1989, entered into a collective-bargaining agreement with Respondent Union. This agreement covered the rates of pay and other terms and conditions of employment for these employees of Respondent Employer, and required membership in Respondent Union as a condition of employment, as well as the deduction of union dues from the wages of employees covered by the agreement. The consolidated complaint further alleges that after Local 1430 commenced an organizing drive among Respondent Employer's employees, Respondent Employer interrogated its employees concerning which union they preferred and why they did not want to join Respondent Union and threatened its employees that it would close its facility if they chose Local 1430 as their collective-bargaining representative. By these acts Respondents are alleged to have violated Section 8(a)(1), (2), and (3) and Section 8(b)(1)(A) and (2) of the Act.

FINDINGS OF FACT

I. JURISDICTION

Respondent Employer, a New York corporation with its principal office located in Long Island City, New York (the facility), is engaged in the manufacture of metal castings. During the past year it purchased and received at the facility metal, supplies, and other goods and materials valued in excess of $50,000 directly from points outside the State of New York. Respondent Employer admits, and I find, that it is an

employer engaged in commerce within the meaning of Section 2(2), (6), and 7 of the Act.

II. LABOR ORGANIZATION STATUS

Respondents admit, and I find, that Local 1430 and Respondent Union are each labor organizations within the meaning of Section 2(5) of the Act.

III. FACTS AND ANALYSIS

Counsel for the General Counsel called two witnesses: John Stevens and Clarence Jones, both of whom had been subpoenaed by the General Counsel. Neither Respondent Employer (who was not represented by counsel) nor Respondent Union called any witnesses. There are a number of facts of which there is no dispute: Respondent Union began organizing Respondent Employer's employees in the fall of 1988 (actually, a review of the record makes it likely that this was in late November or December); Respondents executed a recognition agreement on January 17, 1989, and entered into a collective-bargaining agreement on February 14, 1989. Between these two dates—according to the testimony of Local 1430's business representative, Robert Greenfield, it was January 23, 1989—Local 1430 began its organizational drive among the employees of Respondent Employer.

Stevens began his employ with Respondent Employer as assistant foreman in the casting department in 1988;[1] in July 1989 he was promoted to foreman. He testified that the first he knew of Respondent Union was ''in the wintertime'' when Arnie Ball, ''the supervisor of the factory,'' called him over and said: ''This is a union, go talk to them.'' He went upstairs with two or three other employees and spoke to a man and woman whose names he cannot remember, in or right next to, the boss' office at the facility. They introduced themselves and gave out their cards and said that they would like to have them as members. He testified: ''At that time there wasn't no action, they was all talk. And so we left . . . .'' They did not give him any authorization cards at that time. After these union representatives left, Ball gave him some authorization cards for Respondent Union and asked him to hand them out to the employees; Stevens said that it would not do any good since the employees did not want the Union. Ball said that he should give out the cards anyway. Stevens said that he would give out the cards, but would let the employees make their own decision. That afternoon, after leaving work, Stevens gave authorization cards to four employees in the casting department with whom he drives home. He testified: ''I said Arnie gave me these cards for the union, you make up . . . your own mind.'' All these employees threw the cards away. Stevens subsequently told Ball that they did not want the Union; Ball did not respond. The next time Stevens encountered Respondent Union was on a Friday (no date or period of time is given) while he was standing outside the facility, by himself, at lunchtime; the same man and woman from Respondent Union approached him and spoke to him for about 5 or 10 minutes; all he could recollect about this conversation is that they said that they were thinking of making him the shop steward.

The next incident that Stevens testified to involved a meeting conducted by Respondent Union in the shipping department at the facility (again no date or period of time is given). Stevens testified that Ball told them to go down to the shipping department, because Respondent Union was having a meeting with the employees. About 45 or 50 employees were present; there were three representatives of Respondent Union. During the meeting, Ball was sitting at a desk on the side of the shipping department. At this meeting the representatives told the employees what benefits they would get with Respondent Union. Stevens asked them if they were the same union that had visited the facility earlier and they said that they were not the same union. Stevens then went upstairs to his boss' office where he found the cards that had previously been distributed at the facility. When he returned downstairs to the shipping department he compared the cards, saw that they were identical, and asked: ''You say that you're not the same union; then why do you have the same cards?'' He then left the meeting, but saw the representatives distributing cards and saw some employees filling them out. The literature that was distributed at this meeting contained Respondent Union's name.

Jones also testified about a meeting that Respondent Union conducted in the shipping department at the facility, although it is not clear whether this was the same meeting that Stevens testified about. Jones testified that he was not at work when Respondent Union conducted its first meeting at the facility; he did attend the last part of the second meeting, however. He testified that the shipping department at the facility is a large open area with a large overhead door to the outside, in addition to two regular doors. He testified that Ball was walking through the shipping department during the meeting and Asher Tyrnauer, Respondent Employer's vice president, ''was in hearing distance,'' although he ''would not say that he was at the meeting.'' Both appeared to be working during the meeting although they were located where they could hear everything being said. The meeting lasted about 30 minutes, during which time the union representatives told the employees of the benefits that they could obtain for the employees and the employees asked questions.

Stevens testified that ''Mike Leslie'' was his supervisor and the moldmaker at the facility: he repaired molds and designed new molds. Leslie had been the vice president of a company that Stevens had been employed at in New Jersey. After Respondent Union first appeared at the facility, Leslie told Stevens that Respondent Union was ''no good'' and that they should attempt to locate a better union. Leslie was familiar with the International Brotherhood of Electrical Workers from his prior company in New Jersey and he made some telephone calls in this regard. After obtaining the telephone number for Local 1430, he told Stevens: ''You call them. I don't want the boss to know that I'm involved.'' Stevens then called Local 1430 and told them that he would like them to come to the facility to attempt to organize the employees.

Greenfield testified that beginning on or about January 23, 1989, he and three other representatives of Local 1430 distributed information and Local 1430 authorization cards outside the facility. During this period, Stevens distributed 35 to

[1] The affidavit Stevens submitted to the Board stated that he was the foreman of the casting department. As to the conflict, he testified: ''I didn't think it [made] much difference between an assistant foreman and a foreman.'' I found Stevens to be a very credible witness who was appearing reluctantly as a witness for the General Counsel. His explanation, like his testimony, is totally believable.

40 Local 1430 authorization cards to employees at the facility; he received back about 15 signed cards, which he returned to Local 1430. By letter dated January 23, 1989, to Isaac Tyrnauer, the president of Respondent Employer, Local 1430 stated that they represent a majority of his employees and were prepared to commence negotiations. On January 25, 1989, Local 1430 filed a petition with the Board to represent the manufacturing, shipping, and receiving employees of Respondent Employer. Apparently, Respondent Employer never responded to Local 1430's January 23, 1989 letter.

Stevens testified that during the period when Local 1430 was soliciting authorization cards at the facility Asher Tyrnauer approached him while he was having lunch and asked him why he did not like the Union. Stevens said that he did not like Respondent Union because ''it was a piece of junk.'' Tyrnauer responded: ''This union come in I'm gonna put a lock on the door.'' Afterward, he repeated this conversation to some of his fellow employees. As stated, supra, Respondents entered into a collective-bargaining agreement on February 14, 1989.

Jones testified that he believed that Ball was the manager of the shop and was his supervisor. Stevens testified that Ball is the plant manager—''He runs the whole shop.'' At the time, the only other supervisors were Leslie, Isaac, and Asher Tyrnauer. He testified that Ball can hire and fire employees, although he has never seen him do so. He can discipline employees and grant them time off. He assigns work to the employees and checks the work as well. As stated, supra, Stevens began his employment with Respondent Employer in 1988 as assistant foreman in the casting department, being paid $11.50 an hour. He has 20 years' experience as a caster. In addition to performing the work himself, he distributed work to the other employees in the department and made sure that the work had been properly performed. As to how he knew to whom to give the work, he testified: ''Because when you finish one job, I give you another job.'' There were five other employees in the department at the time. As to the work that he distributed, he testified: ''The work that I know had to be out, that's the work that I give out.'' He gave the work to the employee in the department that was most ''suitable'' for him. He also assisted the employees who had difficulty with the work and checked the quality of the employees' work. If an employee had difficulty with a particular job, ''I would take that job away from them, and give them another one that they could do.'' He cannot hire or fire employees, and has never recommended that Respondent Employer take action against an employee.

Initially, I find that Ball was a supervisor within the meaning of Section 2(11) of the Act. Jones and Stevens viewed him as the manager of the shop and the person who ran the whole shop. Stevens testified that Ball could hire, fire, or discipline employees; that he had not seen him do so is not surprising since, at the time, Stevens had only been employed by Respondent Employer for about 6 months. On the other hand, I find that Stevens was not a supervisor within the meaning of the Act. Although he, at the time, had the title of assistant foreman, the area and scope of his authority were extremely limited. The evidence establishes that his authority was limited to the casting department containing only five other employees and was limited to distributing the work and checking on its quality, neither of which appears to necessitate the exercise of independent judgment. As the court stated in *NLRB v. Security Guard Service*, 384 F.2d 143, 147 (5th Cir. 1967): ''The statutory words 'responsibility to direct' are not weak or jejune but import active vigor and potential vitality.''

The initial allegation is that Respondent Employer violated Section 8(a)(1) and (2) of the Act when Ball told Stevens to go upstairs to talk to the representatives of Respondent Union and, after they left, gave Stevens authorization cards of Respondent Union to distribute. It requires little discussion to conclude that such blatant assistance violates Section 8(a)(1) and (2) of the Act. *Pittsburgh Metal Lithographing Co.*, 158 NLRB 1126 (1966); *Denver Lamb Co.*, 269 NLRB 508 (1984). This was not a situation where a company was engaging in friendly cooperation with an incumbent union. Rather, Respondent Employer was actively soliciting its employees to meet with and sign authorization cards for Respondent Union. Such actions by Ball violated Section 8(a)(1) and (2) of the Act. Additionally, Ball's direction to Stevens to attend the union meeting in the shipping department at the facility also violates the Act. Although the evidence establishes only that Ball and Asher Tyrnauer were present in the shipping department during the meeting, rather than actively participating in the meeting, in the situation here that is sufficient to establish a violation of Section 8(a)(1) and (2) of the Act. If there was any doubt of Respondent Employer's knowledge of this meeting (or these meetings) and I do not believe that there is, such doubt ceases to exist when one considers the other assistance Respondent Employer granted Respondent Union as well as the fact that Ball directed Stevens to attend the meeting. I find that Ball and Tyrnauer's presence in the shipping department at the time of the meeting was more than a coincidence and was meant to show their support for Respondent Union and coerce the employees into signing authorization cards for Respondent Union. *Vernitron Electrical Components*, 221 NLRB 464 (1975); *P.C. Foods, Inc.*, 249 NLRB 433 (1980); *Safeway Stores*, 276 NLRB 944 (1985). It is also alleged that Respondent Employer, by Asher Tyrnauer, interrogated its employees concerning which union they were interested in joining and why he did not want to join Respondent Union and threatened to close the facility if the employees chose Local 1430 as their collective-bargaining representative. Steven's credible testimony establishes that Tyrnauer asked him why he did not like Respondent Union and told him that if the employees chose Local 1430 he would close the facility. Each of these statements violate Section 8(a)(1) and (2) of the Act. *Rossmore House*, 269 NLRB 1176 (1984); *Sunnyvale Medical Clinic*, 277 NLRB 1217 (1985); *NLRB v. Gissel Packing Co.*, 395 U.S. 575 (1969).

The more difficult question is whether Respondents violated Section 8(a)(1), (2), and (3) and Section 8(b)(1)(A) and (2) of the Act by entering into the recognition agreement on about January 17, 1989, and the collective-bargaining agreement on about February 14, 1989. Because recognition was granted about a week before Local 1430 filed its petition, the General Counsel cannot rely on *Bruckner Nursing Home*, 262 NLRB 955 (1982), to invalidate the recognition agreement and the collective-bargaining agreement executed by Respondents. Additionally, counsel for the General Counsel introduced no mathematical evidence to establish that at the time of recognition Respondent Union lacked sufficient cards

to constitute a majority of the employees in that appropriate unit at the facility. However, this is not necessary. In *Clement Bros. Co.*, 165 NLRB 698 (1967), the Board stated: ''The Trial Examiner treated the question of District 50's precontract majority as one which was susceptible to resolution by a simple mathematical formula; we conclude that the character of the coercion should be more realistically measured in terms of its pervasive effect.'' The Board and the courts have continued to follow this approach. In *Siro Security Service*, 247 NLRB 1266, 1271 (1980), Administrative Law Judge Abraham Frank stated:

> The burden is on the General Counsel to establish that the union does not represent a majority of the employees at the time of recognition. Circumstantial evidence, amounting to nothing more than conjecture, is not a substitute for proof of lack of majority. . . . On the other hand, the General Counsel need not prove with mathematical certainty that the union lacked majority support at the time of recognition where there is evidence that the employer unlawfully assisted a union's organizational campaign.

In *SMI of Worcester, Inc*., 271 NLRB 1508, 1520 (1984), Administrative Law Judge Bernard Ries discussed the General Counsel's burden under *Clement Bros.*, supra, and stated: ''But once there is some showing that an earlier-gathered majority, however manifested, might have been obtained or maintained by improper influence, the Board may, in the exercise of its reasoned judgment, require the parties to separate until properly wed.'' In *Amalgamated Local 355 v. NLRB*, 481 F.2d 996 fn. 8 (2d Cir. 1973), the court stated: ''It is unnecessary, in negating a claim of an uncoerced majority, to show mathematically that less than a majority freely signed authorization cards. A pattern of company assistance can be sufficient to invalidate all cards.'' In *Distributive Workers District 65 v. NLRB*, 593 F.2d 1155, 1161 (D.C. Cir. 1978), the court stated: ''We agree with the approach taken by other circuits, that proof of a pattern of employer assistance may provide sufficient circumstantial evidence to justify the inference that the union's majority status is tainted.'' Having found that Respondent Employer assisted Respondent Union in obtaining authorization cards from its employees and threatened to close the facility if the employees chose to be represented by Local 1430, as discussed supra, I also conclude that Respondent Union did not represent an uncoerced majority of Respondent Employer's employees in an appropriate unit on January 17, 1989, when it was recognized by Respondent Employer. As the collective-bargaining agreement entered into by Respondents on February 14, 1989, contains a union-security clause requiring membership in Respondent Union after 30 days of employment, I find that Respondents have therefor violated Sections 8(a)(1), (2), and (3) and 8(b)(1)(A) and (2) of the Act.

CONCLUSIONS OF LAW

1. Respondent Employer, Famous Castings Corp., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Respondent Union, United Production Workers Union, Local 17–18 and Local 1430, International Brotherhood of Electrical Workers, AFL–CIO are each labor organizations within the meaning of Section 2(5) of the Act.

3. By extending recognition on January 17, 1989, to Respondent Union as the exclusive bargaining representative of the employees at its facility in Long Island City and by entering a collective-bargaining agreement with Respondent Union on February 14, 1989, covering said employees, at times when Respondent Union did not represent an uncoerced majority of the employees, Respondent Employer violated Section 8(a)(1), (2), and (3) of the Act; by accepting such recognition, and by entering into such a collective-bargaining agreement containing a union-security clause requiring membership in Respondent Union after 30 days of employment, Respondent Union violated Section 8(b)(1)(A) and (2) of the Act.

4. Respondent Employer violated Section 8(a)(1) of the Act by interrogating its employees regarding their membership in, and sympathies for, Respondent Union, and by threatening to close the facility if the employees chose to be represented by Local 1430, rather than Respondent Union.

5. Respondent Employer violated Section 8(a)(1) and (2) of the Act by directing its employees to speak to representatives of Respondent Union, by directing its employees to distribute authorization cards for Respondent Union and by attending a meeting conducted by Respondent Union at the facility.

THE REMEDY

Having found that Respondents have engaged in certain unfair labor practices, I shall recommend that they be ordered to cease and desist therefrom, and to take certain affirmative action designed to effectuate the policies of the Act. In addition, Respondents will be ordered to rescind their bargaining relationship and to reimburse all employees for dues they paid to Respondent Union.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[2]

ORDER

A. The Respondent, Famous Castings Corp., Long Island City, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Recognizing or bargaining with Respondent Union as the exclusive collective-bargaining representative of the employees at its Long Island City, New York facility, unless and until Respondent Union has been certified by the National Labor Relations Board as the exclusive bargaining representative of any such employees in an appropriate bargaining unit.

(b) Giving effect to the January 17, 1989 recognition agreement or the February 14, 1989 collective-bargaining agreement executed by Respondents with respect to the employees employed at the Long Island City facility, and any modifications or current extensions thereof.

(c) Recognizing and bargaining with Respondent Union or any other labor organization at a time when such labor orga-

[2] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

nization does not represent an uncoerced majority of the employees in the unit as to which recognition is extended.

(d) Coercively interrogating its employees and threatening to close its facility in Long Island City, if its employees chose to be represented by Local 1430, rather than Respondent Union.

(e) Directing its employees to meet with representatives of Respondent Union, to sign authorization cards for Respondent Union, or attend meetings conducted by Respondent Union.

(f) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Withdraw and withhold all recognition from Respondent Union as the representative of the employees employed at its Long Island City, New York facility, unless and until the labor organization has been certified by the National Labor Relations Board as the exclusive representative of any such employees.

(b) Jointly and severally with Respondent Union reimburse its past and present employees for all dues withheld from their pay pursuant to the collective-bargaining agreement executed on February 14, 1989, by Respondents, plus interest, which is to be computed in the manner prescribed in *Florida Steel Corp*., 231 NLRB 651 (1977), and *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(c) Post at its Long Island City, New York location in places where such notices are customarily posted, copies of the attached notice marked ''Appendix A.''[3] Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by the Respondent Employer's authorized representative, shall be posted by the Respondent Employer immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent Employer to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Post at the same places, and under the same conditions as in the preceding subparagraph, signed copies of Respondent Union's notice to employees marked ''Appendix B.''

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps Respondent Employer has taken to comply.

[3] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

B. Respondent, United Production Workers Union, Local 17–18, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Accepting recognition from employers, and executing and giving effect to collective-bargaining agreements, at a time when Respondent Union does not represent an uncoerced majority of employees in an appropriate bargaining unit.

(b) Acting as the exclusive collective-bargaining representative of the employees employed by Respondent Employer at its Long Island City, New York facility, unless and until Respondent Union has been certified by the National Labor Relations Board as the exclusive bargaining representative of such employees in an appropriate bargaining unit.

(c) Giving effect to the January 17, 1989 recognition agreement or the February 14, 1989 collective-bargaining agreement executed by Respondents, and any modifications or current extensions thereof.

(d) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Jointly and severally with Respondent Employer reimburse its employees, for all dues withheld from their pay pursuant to the collective-bargaining agreement executed on February 14, 1989, by Respondents covering Respondent Employer's Long Island City, New York employees, plus interest, which is to be computed in the manner prescribed in *Florida Steel Corp*., supra and *New Horizons for the Retarded*, supra.

(b) Post at its business office and meeting hall copies of the attached notice marked ''Appendix B.''[4] Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by Respondent Union's authorized representative, shall be posted by Respondent Union immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Furnish the Regional Director for Region 29 signed copies of the aforesaid notice, in the number designated by the Regional Director, for posting by Respondent Employer at places where it customarily posts notices to employees at its Long Island City, New York location.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps Respondent Union 411 has taken to comply.

[4] See fn. 3, supra.